



STANDARD AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between Cobb, Fendley & Associates, Inc. ("Contractor"), located at 13430 Northwest Freeway, Suite 100 Houston, TX 77040 and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as to provide professional engineering services for the upgrades to the Dickinson If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall begin on March 1, 2019 and shall terminate on January 1, 2021. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for N/A renewal option(s) with a term of N/A year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed \$163,500.00 during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor is required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless

approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. If the City modifies and/or uses the documents for any reason other than their intended use under this agreement, without Contractor's authorization, the Contractor shall be released from any liability as a result of such action. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of

Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION:** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties;

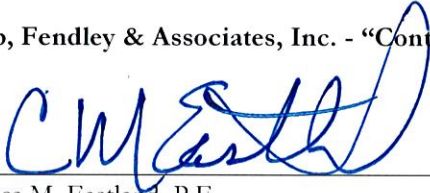
disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

27. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
28. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
29. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
30. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
31. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

*(Remainder of page intentionally left blank -
signature block on next page)*

Executed this _____ day of _____, _____.

Cobb, Fendley & Associates, Inc. - "Contractor"



Charles M. Eastland, P.E.
Vice President – Regional Manager

CITY OF LEAGUE CITY – "City"

John Baumgartner,
City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.

EXHIBIT “A”

(DESCRIPTION OF SERVICES/PRODUCTS AND PRICING ATTACHED)

January 23, 2019

Mr. Jody Hooks
City of League City
1535 Dickinson Avenue
League City, Texas 77573

Re: Proposal for Engineering Services
City of League City – Dickinson Pump Station Upgrades
CobbFendley Project No. _____

Dear Mr. Hooks:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to submit this proposal to provide professional engineering services for the upgrades to the Dickinson Pump Station in League City, Galveston County, Texas. CobbFendley proposes to provide the Scope of Services, Compensation and Schedule as outlined in Attachments A, B and C, respectively.

Thank you for the opportunity to submit this proposal. Please advise if you have any questions or require additional information.

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.



Charles M. Eastland, P.E.
Vice President – Regional Manager

Attachments

ATTACHMENT A

SCOPE OF SERVICES

Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services
Upgrades to Dickinson Pump Station

BACKGROUND

The City of League City owns and operates the Dickinson Pump Station located at 2050 Dickinson Avenue. The existing 250,000 gallon bolted ground storage tank at this location is over 40 years old and needs replacement. Additionally, the well and other electrical components located at this site require emergency backup power. CobbFendley prepared a preliminary engineering report in 2015 with recommendations for water plant upgrades, including replacement of the ground storage tank. CobbFendley will provide engineering design services for replacing the existing 250,000 gallon ground storage tank with a new 50-foot diameter by 32-foot tall (wall height), 400,000 gallon welded steel tank and a diesel backup generator to provide emergency power.

This scope of work to be performed is including, but not limited to, preliminary and final design, bid and construction phase services as further described in detail below. This scope of work assumes that no additional land will be purchased and that the City will coordinate the needed temporary construction easement.

SCOPE OF WORK

BASIC SERVICES

Project Management

This task is to provide the overall management of the contract which includes:

- a. Project Scheduling
- b. Project Invoicing
- c. Monthly Progress Reports
- d. Attend Coordination Meetings
- e. Progress Review Meetings (Limited to Once a Month)
- f. Coordination with Subconsultants

Preliminary Engineering

CobbFendley will prepare construction drawings, contract and technical specifications for the proposed welded tank and generator. The City will provide electrical information for the existing electrical items to be serviced by the generator. CobbFendley will provide recommendations for the size of the generator, tank and yard piping. Protective coatings will be designed for the ground storage tank, yard piping, interior and exterior

Mr. Jody Hooks
January 23, 2019

of the motor control building.

60% Preliminary plans and a cost estimate will be submitted to the City for review and comment. A meeting can be held between the City and CobbFendley to discuss preliminary engineering. CobbFendley will develop and report quantities and opinions of probable construction. We anticipate the following drawings will be required.

- Cover Sheet
- General Notes
- Demolition Plan
- Site Plan with Yard Piping
- Ground Storage Tank Details (3)
- Foundation Plans and Details
- Electrical Site Plan
- One Line Diagram
- Control Schematics
- Electrical Details

Final Design

CobbFendley will incorporate comments from the preliminary engineering phase into final design documents. This design and the necessary documentation will be submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval. CobbFendley shall subcontract the electrical engineering services. We anticipate using Coastal Bend Consultants for this project. The proposal for this service is attached to this document and is part of the basic services fee.

Bid Phase

CobbFendley shall perform the following tasks:

- a. Reproduce and disseminate bid sets to appropriate plan rooms and coordinate with purchasing department with bid documents.
- b. Conduct pre-bid meeting and attend the Bid Opening.
- c. Respond in writing to questions from Bidders and prepare Addenda as necessary.
- d. Prepare Engineer's Recommendation of Award Letter that includes the following required content:
 1. Check for math errors and reconcile any mathematical discrepancies
 2. Review for unbalance bid items and determine responsiveness and responsibility of low bidders.
 3. Certify Bid Tabulation including Engineer's estimate
 4. Review of Bidder's financial standing and references provided
 5. Explanation of discrepancies between the Engineer's estimate and bids
 6. Recommendation to award
- e. Produce contract documents and transmit for execution with the Notice of Award
- f. Coordinate contract execution for contractor.

Construction Administration

CobbFendley shall provide Construction Administration services. These services shall include, but are not limited to the following:

- a. Attend preconstruction meeting
- b. Attend field meetings and make visits to site
 1. Construction – 8 months
 2. 2 Visits per month, with one of those being the Progress Meeting
 3. Estimate 4hrs per Visit
- c. Calculate quantities and assist in preparing change orders
- d. Review and approval of submittals and shop drawings
- e. Responding to requests for information (RFIs)
- f. Attend Substantial Completion Inspection and Prepare Punchlist
- g. Attend Final Completion Inspection
- h. Review Contractors Pay Applications for Approval
- i. Prepare Record Drawings (*Based on Contractors Mark-ups*)

Deliverables:

CobbFendley shall provide the following information at each submittal:

a. 60% Milestone Submittal:

- 2 sets of 22"x34" and 2 sets of 11"x17" plan sheets for City review.
- Opinion of Probable Construction Cost
- Digital Copy of the previous items in .pdf format

b. 90% Milestone Submittal:

- 2 sets of 22"x34" and 2 sets of 11"x17" plan sheets for City review.
- 1 set of project manual with specifications for City Review.
- Opinion of Probable Construction Cost
- Construction schedule.
- Digital Copy of the previous items in .pdf format

c. Final Milestone Submittal:

- 2 sets of 22"x34" and 2 sets of 11"x17" plan sheets
- 1 set of project manual with specifications
- Revised supporting documents from 90% review comments.
- Opinion of Probable Construction Cost
- Construction schedule.
- Digital Copy of the previous items in .pdf format

ADDITIONAL SERVICES

The following services have been identified as potential needs for the completion of the design and construction of this project. CobbFendley or its subconsultants will perform the work only if authorized by the Owner.

1. Geotechnical Engineering

Geotechnical engineering services for two additional bore holes at the existing site are included as an additional service to be used at the City's request. CobbFendley anticipates using Geotest Engineering to perform this work and amend the existing geotechnical report to include the additional information.

2. Welding and Protective Coatings Field Inspection

A specialized subconsultant will be utilized to inspect construction of the steel ground storage tank and application of protective coatings at the water plant. Subconsultant will provide a NACE certified inspector to provide quality assurance inspections to verify proper construction, welding and coating of the tank in accordance with the Engineer approved submittals and shop drawings. It is anticipated that the tank will need 15 inspections of the steel erection and welding and 15 inspections of the protective coatings. The number of inspections may vary based upon the efficiency of the Contractor's work and the weather conditions at the site.

3. TDI Windstorm Certification

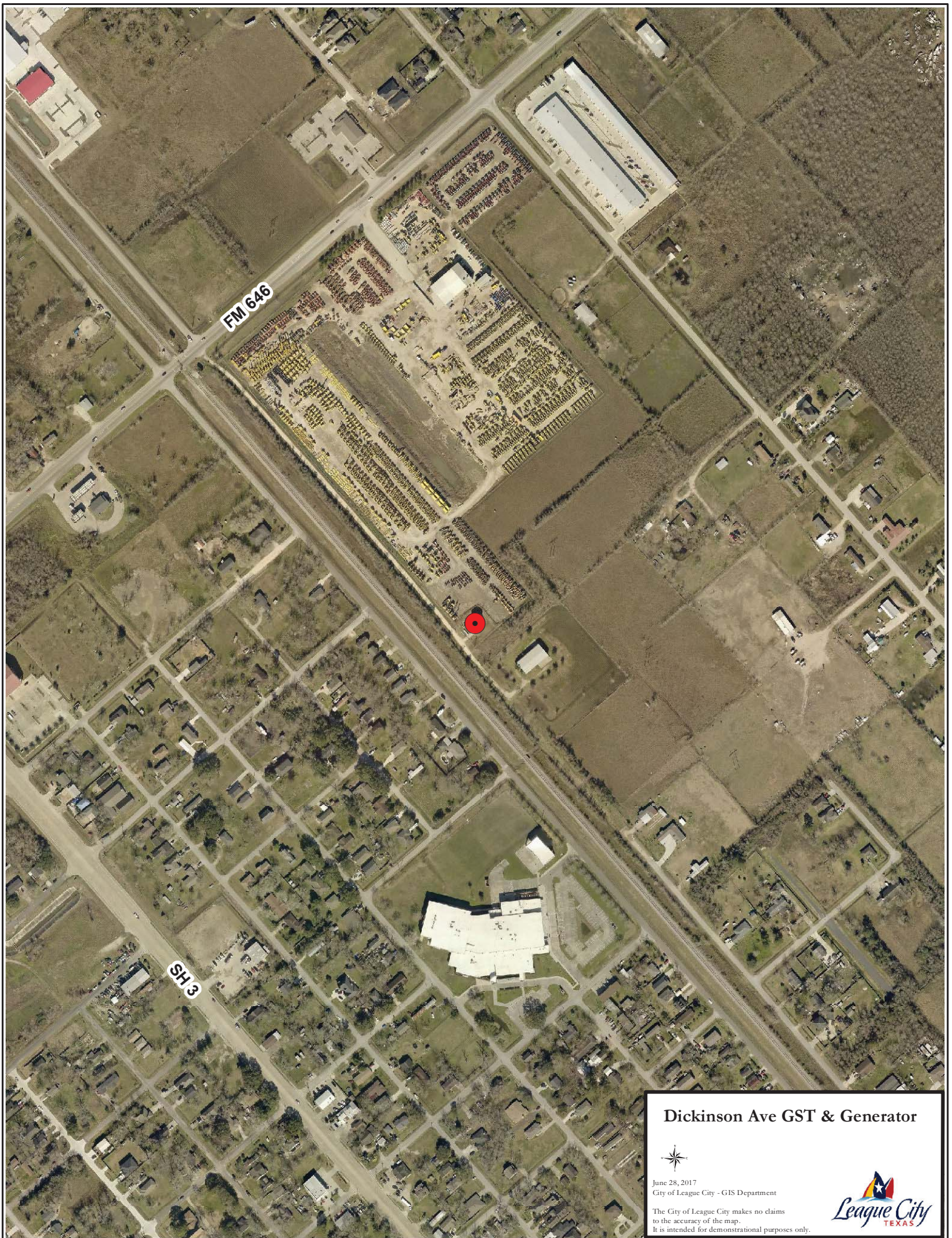
If required by the City, a subconsultant will be used to review design and inspect the ground storage tank construction for compliance with the Texas Department of Insurance (TDI). This certificate may be required by the City's insurance provider for any structures built within a designated coastal wind zone. The subconsultant will provide a maximum of five periodic site inspections for compliance with windstorm plans. Subconsultant will perform one product evaluation review for each product submitted for approval. Subconsultant will submit a WP-1 to the TDI and Owner for the purpose of providing a Windstorm Certification.

4. Construction Inspection

In addition to the scope of work detailed in Basic Services, CobbFendley is available to perform additional field inspections upon request by the City. We propose an additional eight field inspections throughout construction phase at a rate of approximately \$750 per trip. The additional visits will be billed as time and materials of actually incurred costs.

Exclusions

This proposal does not include additional geotechnical engineering beyond what is described above, topographic survey, boundary survey, metes and bounds descriptions, or any easement documents. CobbFendley will utilize the geotechnical engineering report and survey completed for the prior Dickinson Pump Station project. Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered to be Additional Services and shall require additional fees according to the attached standard Rate Table.



Dickinson Ave GST & Generator



June 28, 2017
City of League City - GIS Department

The City of League City makes no claims
to the accuracy of the map.
It is intended for demonstrational purposes only.



**City of League City
Dickinson Pump Station GST and Generator**

**Preliminary Construction Cost Estimate
January 23, 2019**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL AMOUNT
1	Demolition of Existing GST	LS	1	\$15,000	\$15,000
2	TPDES Requirements	LS	1	\$2,000	\$2,000
3	Remove and Replace Chainlink Fence and Gate with PVC privacy slats	LF	160	\$25	\$4,000
4	Generator Foundation	LS	1	\$50,000	\$50,000
5	500 kW Generator and ATS	LS	1	\$230,000	\$230,000
6	Site Preparation and Final Grading	LS	1	\$5,000	\$5,000
7	Yard piping Modifications near GST	LS	1	\$15,000	\$15,000
8	Protective Coating application on building and yard piping	LS	1	\$25,000	\$25,000
9	400,000 gallon Welded Steel Ground Storage Tank, Foundation, and Protective Coatings	LS	1	\$450,000	\$450,000
SUBTOTAL					\$796,000
10	Mobilization (5% max)				\$39,800
11	15% Contingency				\$125,370
CONSTRUCTION TOTAL					\$961,170

Coastal Bend Consultants Inc

2808 Traylor Blvd
Rockport TX 78382

EE PROPOSAL
S. W. Wells, P.E.
12/12/2018

Estimate

DATE	ESTIMATE NO.
12/19/2018	18025

NAME / ADDRESS
Cobb, Fendley & Associates Attn. Accounts Payable 13430 Northwest Freeway Suite 1100 Houston, TX 77040

		PROJECT	P.O. NO.
		cbc18025	CFA# ???
DESCRIPTION	QTY	COST	TOTAL
LEAGUE CITY WATER PLANT - GEN SET & ATS			
Design Deliverables - 90% Pkg (Dwgs & Specs) - TCEQ Pkg - 100% Pkg (Mylars)			
Construction Deliverables - Submittal Reviews - Construction Inspection (1)			
Design Activities Electrical Engineering Services	1	6,440.00	6,440.00
Construction Activities Electrical Engineering Services	1	3,004.00	3,004.00
ADDITIONAL SERVICES \$150/hr & 4hr minimum			
APPROVAL SIGNATURE/DATE:			
		TOTAL	\$9,444.00

ATTACHMENT B

BASIS OF COMPENSATION

Cobb, Fendley & Associates, Inc.
Proposal for Professional Engineering Services
Upgrades to Dickinson Pump Station

BASIC SERVICES

The Compensation to be paid to CobbFendley for providing the BASIC SERVICES rendered under this agreement shall be based on Lump sum fees for overall phases of the work as shown below.

1. Design Phase Services (Lump Sum)	\$77,250
2. Bid Phase Services (Lump Sum)	\$8,000
3. Construction Administration (Lump Sum)	<u>\$25,000</u>
Subtotal (Not to Exceed)	\$110,250

Reimbursable Expenses

1. Reproduction, mileage, delivery charges, etc.	\$2,000
---	---------

ADDITIONAL SERVICES

The Compensation to be paid to CobbFendley for providing the ADDITIONAL SERVICES if authorized by the Owner shall be:

1. Geotechnical Services (Time and Materials)	\$8,250
2. Welding and Protective Coatings Field Inspection (Time and Materials)	\$22,000
3. TDI Windstorm Certification (Time and Materials)	\$15,000
4. Construction Inspections (Time and Materials)	\$6,000
Subtotal, Additional Services	\$51,250

TOTAL, Basic & Additional Services & Reimbursables..... \$163,500

The Compensation for any other Additional Services which the City desires to be added to the work scope of the project shall be negotiated. Reimbursable items are included. Subconsultant invoices will be subject to a 10% administration charge. Services will be charged according to those personnel directly involved in providing the service and will be rounded to the nearest half hour.



2019 Standard Rate Schedule

Senior Engineer V or Principal.....	\$290.00/HR
Senior Engineer IV or Project Manager V.....	\$270.00/HR
Senior Engineer III or Project Manager IV	\$235.00/HR
Senior Engineer II or Project Manager III.....	\$220.00/HR
Senior Engineer I or Project Manager II.....	\$195.00/HR
Engineer III or Project Manager I	\$170.00/HR
Engineer II	\$150.00/HR
Engineer I	\$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field).....	\$165.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field).....	\$145.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$125.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	\$100.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	\$80.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	\$60.00/HR
Licensed State Land Surveyor.....	\$235.00/HR
Registered Professional Land Surveyor	\$170.00/HR
4 Person Survey Crew	\$190.00/HR
3 Person Survey Crew	\$170.00/HR
2 Person Survey Crew	\$145.00/HR
1 Person Survey Crew	\$105.00/HR
2 Person Hy-Drone Crew.....	\$340.00/HR
2 Person UAV Drone Crew	\$235.00/HR
Construction Manager III.....	\$280.00/HR
Construction Manager II.....	\$230.00/HR
Construction Manager I.....	\$185.00/HR
Construction Observer III	\$155.00/HR
Construction Observer II	\$130.00/HR
Construction Observer I	\$110.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III.....	\$250.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II.....	\$200.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent III or ROW Attorney	\$160.00/HR
Right-of-Way Agent II.....	\$140.00/HR
Right-of-Way Agent I	\$110.00/HR
Administrative	\$105.00/HR
Clerical	\$80.00/HR
Field Data Device	\$40.00/HR/unit



2019 Standard Rate Schedule
(Continued)

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum).....	\$170/HR
One-Man Designating Crew (4-Hour Minimum).....	\$110/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$315/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$295/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$260/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental.....	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project	@ Cost + 10%

In-House Reproduction:

- Copies (Up to 11" x 17")
- Color Prints (Up to 11" x 17").....
- Color Prints (Larger than 11" x 17").....
- Bluelines (All Sizes).....
- Bond Prints (All Sizes).....
- Mylar Prints
- Vellum Prints

**ATTACHMENT C
SCHEDULE**

City of League City

Upgrades to Dickinson Pump Station
Proposed Schedule - January 22, 2019

